

# **Building Specially Adapted Homes for our Severely Injured Veterans**

Homes for Our Troops: 6 Main Street, Taunton, MA 02780

# HOMES FOR OUR TROOPS, INC. EVENT PARTICIPATION

# FUNDRAISING COMMITMENT, LIABILITY WAIVER, HOLD HARMLESS AGREEMENT AND MEDIA RELEASE

I hereby agree to become a member of Team HFOT through participation as a runner in the Bank of America Chicago Marathon (the "Event"). I acknowledge that the fundraising minimum for each Guaranteed Entry in the Event as a part of Team HFOT before November 28, 2016 is \$1,200, and \$1,750 for each Guaranteed Entry completed between November 29, 2016 and January 18, 2017. The fundraising minimum for each Own Entry runner is \$600. Own Entry runners are those who received their entry into the Event through the Drawing, time qualifying, or being a Legacy Runner and have secured their registration through the Event. Team HFOT will not provide a race spot to Own Entry participants. I hereby commit to raising that amount to support the Mission of Homes for Our Troops, Inc. ("Homes for Our Troops" or "HFOT")

I also agree that my participation in the Event is at my sole risk and is subject to my acceptance of all of the following terms and conditions:

## **FUNDRAISING TIMETABLE**

I acknowledge that my fundraising minimum must be met by October 1, 2017. If I do not reach the fundraising minimum by this date, I understand that HFOT will charge the remaining amount to my credit card. I understand that I will be contacted by HFOT prior to any charges being made. I understand that this registration is non-cancellable, non-transferrable, and non-deferrable. I understand that once I am registered through the Event, I am fully committed to the fundraising minimum for my registration type.

#### APPLICATION AND REGISTRATION FEES

Guaranteed Entry Participants: I understand that I must pay a sign-up fee of \$100 to Homes for Our Troops at the time of registration. I understand that HFOT will pay for my full registration fee into the Bank of America Chicago Marathon. I also understand that I must register with Team HFOT and with the Event through Team HFOT's specific link to complete my full registration. I also understand that this fee is non-refundable, and will be converted to a donation to HFOT if I must withdraw from the event before completing registration with the Bank of America Chicago Marathon. I agree that these fees are my responsibility and that these fees do not count towards my fundraising commitment

Own Entry Participants: I have already paid for my registration fee into the Bank of America Chicago Marathon and have received a confirmation code from the Event. I understand that I must pay a sign-up fee of \$10 to Homes for Our Troops at the time of registration with Team HFOT. I also understand that this fee is non-refundable, and will be converted to a donation to HFOT if I must withdraw from the event. I agree that these fees are my responsibility and that these fees do not count towards my fundraising commitment



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### CODE OF CONDUCT

As a Team HFOT member, I become an ambassador of the organization. I commit that my actions and remarks while acting as an ambassador of Homes for Our Troops remain positive, apolitical, and supportive of our service members and their duties.

### **CANCELLATION POLICIES**

I understand that Guaranteed Entries cannot be refunded, canceled, deferred or transferred. I understand that once I am fully registered in a Guaranteed Entry with the Event that I am fully responsible for the fundraising commitment for my registration type, regardless of whether I participate in the Event or not.

As noted above, I understand that my registration fees paid to HFOT and/or the sponsor will not be refunded, regardless of the reason that I withdraw from the Event, even if I am unable to participate in the Event because of injury.

Whether or not I participate in the Event, Donations raised in my name and received by Homes for Our Troops will not be refunded.

## **INJURIES**

I am fully aware of and appreciate that training for and running a marathon or other races may result in accidents, serious injury, or even death. I am voluntarily participating in Team HFOT with complete knowledge of the associated risks, and I agree to accept responsibility for all risks of injury or even death. I am aware that Homes for Our Troops is not responsible for and has no role in any aspect of orchestrating or managing the Event.

## MEDICALLY ABLE TO PARTICIPATE

I also acknowledge that Homes for Our Troops does not offer any formal training program. By signing this Liability Waiver and Release, I declare that I am medically able, properly trained, physically fit and capable of participating in a marathon or other race, and that my medical care provider has approved my participation. I verify that I have full knowledge of the rigors of distance running and of the risks involved in participating.

#### MEDICAL SUPPORT

I also understand that medical support for races consists primarily of volunteer personnel trained to administer first aid during the event and that any assistance they provide is not being rendered as medical advice. I agree to independently consult my physician in the event of any injuries or medical questions arising from or related to my participation on Team HFOT.



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### MEDICAL EXPENSES

I also acknowledge full and sole responsibility for my own medical expenses and that I am responsible for any and all medical expenses incurred on my behalf.

#### **HOLD HARMLESS**

In consideration for being permitted to participate on Team HFOT, I agree to assume all risks of my participation in the Event and hereby release and hold harmless Homes for Our Troops, Inc., all Partner organizations, training groups and organizations, designated beneficiaries, sponsors, first-aid volunteers, officials, participating clubs, communities, clubs, organizations, and all other government or public entities (and their respective officers, agents, directors, employees, or members) who through negligence, carelessness or any other cause, whatsoever, might otherwise be liable to me as a result of injuries of any nature that I may suffer, as a result of my participation in the Event. I understand and agree that this Liability Waiver and Release is binding upon me and my heirs, assigns, and legal representatives.

#### MEDIA RELEASE

I hereby grant my consent and permission to Homes for Our Troops to use any and all information submitted in my application, and/or my name, photograph, videotape, motion picture recording, voice or likeness for any purpose, including pre-race and post-race publicity.

#### PEOPLE UNDER THE AGE OF 18 YEARS

If I am under 18 years of age at the time of registration, my parents or legal guardians have fully read, understand, and consented to the terms of this Waiver and Release and by signature below authorize my participation.

I HAVE CAREFULLY READ THIS FUNDRAISING COMMITMENT, LIABILITY WAIVER, HOLD HARMLESS AGREEMENT AND MEDIA RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY AGREEING TO THIS FUNDRAISING COMMITMENT, LIABILITY WAIVER, HOLD HARMLESS AGREEMENT AND MEDIA RELEASE, I AM WAIVING SUBSTANTIAL LEGAL RIGHTS, AND KNOWING THIS, I AGREE OF MY OWN FREE WILL WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.